

DEFENDANTS'  
EXHIBIT 332  
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(including, for the avoidance of doubt, exceptions for Tax and Trust Funds)) be swept on a daily basis into a core concentration account maintained under the sole dominion and control of the Exit ABL Agent. The Exit ABL Agent shall have the right during any Cash Dominion Period to cause all amounts on deposit in the core concentration account to be applied on a daily basis to reduce loans outstanding under the Exit ABL Facility and then to cash collateralize any outstanding Exit ABL Letters of Credit (in each case, subject to a cash release mechanic upon the termination of such Cash Dominion Period); it being understood that the Exit ABL Credit Documents shall provide for the turnover of Tax and Trust Funds during a Cash Dominion Period.

“Cash Dominion Period” means (a) each period from the date on which Availability is less than \$10 million to the date on which Availability has been at least equal to \$10 million for each day during a period of 20 consecutive calendar days or (b) each period during which any Specified Default has occurred and is continuing.

“Specified Default” shall mean any payment or bankruptcy Event of Default, a failure to deliver a Borrowing Base Certificate (subject to a 5 business days grace period (or a 3 business day grace period when weekly delivery of Borrowing Base Certificates is required)), or any Event of Default arising from a breach of the “Cash Management” provisions set forth above during a Cash Dominion Period.

Negative Covenants:

The negative covenants shall be substantially similar to (and limited to) those negative covenants set forth in the Prepetition ABL Facility, subject to the Documentation Principles, including baskets and exceptions subject to Payment Conditions (as defined substantially similar with the Prepetition ABL Facility) and other baskets and exceptions to be mutually agreed.

No investment or other disposition of intellectual property that is material to the business or operations of any Loan Party or the sale or other disposition of any ABL Priority Collateral (“Material Intellectual Property”) may be made from any Loan Party or any other restricted subsidiary to any Unrestricted Subsidiary.

In the event of any disposition of Material Intellectual Property (other than to a Loan Party), the purchaser, assignee or other transferee thereof shall agree in writing to be bound by a non-exclusive, royalty-free worldwide license of such intellectual property in favor of the Exit ABL Agent for use in connection with the exercise of its rights and remedies under the Exit ABL Documents.

Unrestricted Subsidiaries:

The Exit ABL Credit Documents will contain provisions pursuant to which the Top Borrower will be permitted to designate (or re-designate) any existing or subsequently acquired or organized restricted subsidiary as an “unrestricted subsidiary” (each, an “Unrestricted Subsidiary”) and designate (or re-designate) any such Unrestricted Subsidiary as a restricted subsidiary; provided, that after giving effect to any such designation or re-designation, no Event of Default shall exist (including after giving effect to the reclassification of any investment in,

indebtedness of, and/or any lien on the assets of, the relevant subsidiary). Unrestricted Subsidiaries (and the sale of any equity interests therein or assets thereof) will not be subject to the mandatory prepayment, representations and warranties, affirmative or negative covenants, or Event of Default provisions of the Exit ABL Credit Documents, and the results of operations and indebtedness of Unrestricted Subsidiaries will not be taken into account for purposes of determining compliance with any financial ratio set forth in the Exit ABL Credit Documents. No subsidiary may be, or be designated as, an Unrestricted Subsidiary under the Exit ABL Facility if (i) it is a restricted subsidiary under the Exit First Lien Term Facility, (ii) it is a Borrower, or (iii) it owns, directly or indirectly, any capital stock or other equity interests in a Loan Party or any other restricted subsidiary, holds any debt or any lien on any property of any Loan Party or any other restricted subsidiary or holds any Material Intellectual Property. For the avoidance of doubt, the designation of a restricted subsidiary as an Unrestricted Subsidiary shall be deemed to be an investment in such Unrestricted Subsidiary in an amount equal to the fair market value of such subsidiary at the time of designation.

Events of Default:

The Exit ABL Credit Documents will contain events of default (the “Events of Default”) customary for facilities of this size, type and purpose and limited to (and with qualifications and exceptions, where applicable, substantially similar to) those set forth in the Prepetition ABL Facility, subject to the Documentation Principles.

Amendments:

Subject to the consent of the Required Exit ABL Lenders, with certain customary amendments subject to the consent of each Exit ABL Lender, each Exit ABL Lender directly and adversely affected thereby, the Exit ABL Agent or the Exit ABL Issuing Lender, as applicable.

“Required Exit ABL Lenders” shall mean the Exit ABL Lenders holding a majority in amount of aggregate Exit ABL Loans and Exit ABL Commitments.

Defaulting Exit ABL Lenders:

The Exit ABL Credit Documents will contain customary limitations on and protections with respect to “defaulting” Exit ABL Lenders substantially similar to those set forth in the Prepetition ABL Facility.

Assignments and Participations:

The Exit ABL Lenders shall be permitted to assign all or a portion of their commitments to any person (other than to (a) any Disqualified Institution, (b) any natural person and (c) the Top Borrower (or any affiliate thereof)) with the consent of (i) the Top Borrower (not to be unreasonably withheld or delayed) and such consent not to be required during the continuance of any payment or bankruptcy Event of Default (with respect to any Loan Party) and (ii) the Exit ABL Agent (not to be unreasonably withheld or delayed). In the case of partial assignments (other than to another Exit ABL Lender or an affiliate of an Exit ABL Lender), the minimum assignment amount shall be \$5.0 million unless otherwise agreed by the Top Borrower and the Exit ABL Agent. The Exit ABL Agent shall receive a processing and recordation fee of \$3,500 (which fee may be waived or reduced in the sole discretion of the Exit

ABL Agent) in connection with all assignments.

The Exit ABL Lenders shall also have the right to sell participations in their Exit ABL Loans to other persons (other than to any Disqualified Institutions). Participants shall have the same benefits as the Exit ABL Lenders with respect to yield protection and increased cost provisions subject to customary limitations and restrictions. Voting rights of participants shall be limited to those matters with respect to which the affirmative vote of each Exit ABL Lender or each Exit ABL Lender directly and adversely affected thereby, as applicable, is required.

Pledges of Exit ABL Loans in accordance with applicable law shall be permitted without restriction other than to Disqualified Institutions.

The Exit ABL Agent shall be permitted to make the list of Disqualified Institutions available to any Lender who specifically requests a copy thereof. The Exit ABL Agent shall not have any liability for assignments or participations made to Disqualified Institutions or affiliated Lenders (regardless of whether the consent of the Exit ABL Agent is required thereto), and none of the Top Borrower, any Exit ABL Lender nor any of their respective affiliates will bring any claim to such effect but, for the avoidance of doubt, the Exit ABL Agent shall not be (i) obligated to ascertain, monitor or inquire as to whether any lender is a Disqualified Institution or (ii) have any liability with respect to any assignment of Exit ABL Loans to any Disqualified Institution (other than for gross negligence or willful misconduct if the Top Borrower has not consented in writing to an assignment to a Disqualified Institution).

Expenses and Indemnification:

The Exit ABL Credit Documents will contain expense reimbursement and indemnification provisions customary for facilities of this size, type and purpose and substantially similar to the DIP ABL Facility.

Governing Law and Forum:

New York

Counsel to the Exit ABL Agent:

Choate, Hall & Stewart LLP.

Annex I to Exit ABL Facility Term SheetINTEREST AND CERTAIN FEES

## Interest Rates:

The Exit ABL Loans comprising each borrowing shall bear interest at a rate per annum equal to the Adjusted Term SOFR Rate (as defined below) plus the Applicable Margin (as defined below), subject to limited circumstances (to be set forth in the Exit ABL Credit Documents) in which the Exit ABL Loans comprising each borrowing shall bear interest at a fallback rate per annum equal to the ABR (as defined below) plus the Applicable Margin. Notwithstanding the foregoing, if an Event of Default has occurred and is continuing, at the election of the Exit ABL Agent or the Required Exit ABL Lenders, the Exit ABL Loans comprising each borrowing shall bear interest at a rate per annum equal to the ABR (as defined below) plus the Applicable Margin.

For purposes of computing interest on the Exit ABL Loans, and solely to the extent a Cash Dominion Period is then continuing, all payments and collections shall be deemed applied by the Exit ABL Agent 1 business day after the Exit ABL Agent's receipt of advice of deposit thereof at the Exit ABL Agent's bank.

As used herein:

**“ABR”** means the highest of (a) the rate announced by Wells Fargo Bank, National Association, at its principal office in San Francisco, as its “prime rate”, (b) the federal funds rate plus 50 basis points, (c) the Adjusted Term SOFR Rate plus 1.00% and (d) 2.00%.

**“ABR Loans”** means Exit ABL Loans bearing interest based upon the ABR. ABR Loans will be made available on same day notice.

**“Adjusted Term SOFR Rate”** means the higher of (a) the Term SOFR Rate plus the Term SOFR Adjustment and (b) 1.00% per annum.

**“Term SOFR Adjustment”** means 0.11448%.

**“Term SOFR Rate”** means, for any calendar month, the Term SOFR Reference Rate for a tenor of one month at approximately 5:00 p.m., New York time, two U.S. government securities business days prior to the commencement of such calendar month, as such rate is published by the CME Term SOFR Administrator.

**“Term SOFR Rate Loans”** means Exit ABL Loans bearing interest based upon the Adjusted Term SOFR Rate. Term SOFR Rate Loans will be made available on same day notice.

**“Term SOFR Reference Rate”** means the forward-looking term rate based on SOFR.

**“SOFR”** means a rate equal to the secured overnight financing rate as administered by the CME Term SOFR Administrator.

“CME Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Exit ABL Agent in its reasonable discretion).

“Applicable Margin” shall be (i) until the nine-month anniversary of the Exit ABL Facility Closing Date (x) with respect to Term SOFR Rate Loans, 4.50% and (y) with respect to ABR Loans, 3.50% and (ii) thereafter, as set forth in the pricing grid below.

Level	Fixed Charge Coverage Ratio (“FCCR”) and Availability	Applicable Margin for Term SOFR Rate Loans	Applicable Margin for ABR Loans
I	FCCR: $\geq 2.00x$ and Availability: $\geq 30\%$	4.00%	3.00%
II	FCCR: $\geq 1.50x$ and $< 2.00x$ and Availability: $\geq 20\%$		
	or FCCR: $\geq 2.00x$ and Availability: $\geq 20\%$ and $< 30\%$	4.25%	3.25%
III	FCCR: $< 1.50x$ or Availability: $< 20\%$	4.50%	3.50%

Fixed Charge Coverage Ratio (to be defined in a manner to be mutually agreed) and Availability will be determined based on the most recent compliance certificate delivered after the Exit ABL Facility Closing Date.

Interest Payment Date:

The first day of each calendar month.

Minimum Interest:

For purposes of computing interest on the Exit ABL Loans on any day, if the aggregate principal amount of Exit ABL Loans actually outstanding on such day is less than the result (the “Minimum Borrowing Amount”) of (i) \$20 million minus (ii) the aggregate amount (not to exceed \$10 million) of Exit ABL Letters of Credit then outstanding, then such interest shall be computing as if Exit ABL Loans were outstanding in such Minimum Borrowing Amount.

ABL Facility Commitment Fee:

The Top Borrower shall pay a commitment fee (the “Exit ABL Facility Commitment Fee”) calculated at a rate per annum equal to 0.50% on the actual daily unused portion of the Exit ABL Commitments of non-defaulting Exit ABL Lenders, payable monthly in arrears. For purposes of the commitment fee calculations, the Total Exit ABL Outstanding shall

be deemed to be a utilization of the Exit ABL Facility.

Letter of Credit Fees:

The Top Borrower shall pay a fee on all outstanding Exit ABL Letters of Credit at a per annum rate equal to the Applicable Margin then in effect with respect to Term SOFR Rate Loans under the Exit ABL Facility on the face amount of each such Exit ABL Letter of Credit. Such fee shall be shared ratably among the Exit ABL Lenders and shall be payable monthly in arrears.

A fronting fee in an amount equal to 0.25% per annum on the then-available face amount of each Exit ABL Letter of Credit shall be payable monthly in arrears to the Exit ABL Issuing Lender for its own account. In addition, the Top Borrower shall pay customary issuance and administration fees to the Exit ABL Issuing Lender.

Collateral Monitoring Fee:

The Top Borrower shall pay a collateral monitoring fee, for the sole benefit of the Exit ABL Agent, equal to 0.05% of the average daily used portion of the Exit ABL Commitments. Such fee shall be fully earned as it accrues and due and payable in arrears on the first day of each calendar month.

Early Termination Fee:

If, before the Exit ABL Termination Date, the Exit ABL Commitments are terminated for any reason (including any voluntary, mandatory or automatic termination, regardless of whether an Event of Default has occurred and is continuing, and including by reason of acceleration, automatic acceleration or otherwise), then the Top Borrower shall pay a fee (the “Early Termination Fee”), as liquidated damages and compensation for the cost of the Exit ABL Lenders being prepared to make funds available under the Exit ABL Commitments during the scheduled term of the Exit ABL Facility, in an amount equal to the applicable percentage set forth below of the amount of the Exit ABL Commitments so terminated:

- (i) 2.0% if on or before the first anniversary of the Exit ABL Facility Closing Date;
- (ii) 1.5% if after the first anniversary of the Exit ABL Facility Closing Date and on or before the second anniversary of the Exit ABL Facility Closing Date;
- (iii) 1.0% if after the second anniversary of the Exit ABL Facility Closing Date and on or before the third anniversary of the Exit ABL Facility Closing Date; and
- (iv) 0.5% if after the third anniversary of the Exit ABL Facility Closing Date; and

provided, that no Early Termination Fee shall be due and payable with respect to any voluntary termination of all of the Exit ABL Commitments by the Top Borrower on or after the date that is 60 days prior to the Exit ABL Termination Date, so long as the Top Borrower has given Exit ABL Agent written notice of such termination at least 90 days prior to the date

of such termination.

Default Rate:

At any time when an event of default under the Exit ABL Facility exists, at the election of the Exit ABL Agent or the direction the Required Exit ABL Lenders, all overdue amounts shall bear interest, to the fullest extent permitted by law, at (i) in the case of principal or interest, 2.00% per annum above the rate then borne by (in the case of principal) such borrowings or (in the case of interest) the borrowings to which such interest relates or (ii) in the case of all other overdue amounts, 2.00% per annum in excess of the rate otherwise applicable to Exit ABL Loans maintained as ABR Loans from time to time.

Rate and Fee Basis:

All per annum rates shall be calculated on the basis of a year of 360 days (or 365/366 days, in the case of ABR Loans the interest payable on which is then based on the prime rate) for actual days elapsed.

**Exhibit H**

**Takeback Debt Terms**

**DAWN INTERMEDIATE, LLC**  
**NEW TERM LOAN TERM SHEET<sup>1</sup>**

**January 23, 2023**

<b>Term</b>	<b>Description</b>
<b>Type</b>	<ul style="list-style-type: none"> <li>Senior Secured Term Loans</li> </ul>
<b>Principal Amount</b>	<ul style="list-style-type: none"> <li>\$300,000,000</li> </ul>
<b>Maturity Date</b>	<ul style="list-style-type: none"> <li>5 years after the effective date of the Plan</li> </ul>
<b>Security</b>	<ul style="list-style-type: none"> <li>Second priority lien on all assets of the Reorganized Debtors that would constitute ABL Priority Collateral (as defined in the ABL Intercreditor Agreement)</li> <li>A first priority lien on all assets of the Reorganized Debtors that would constitute Term Priority Collateral (as defined in the ABL Intercreditor Agreement)</li> </ul>
<b>Interest Rate</b>	<ul style="list-style-type: none"> <li>SOFR + 750bps</li> <li>SOFR floor of 1.00%</li> </ul>
<b>Amortization</b>	<ul style="list-style-type: none"> <li>No amortization in 2023 or 2024</li> <li>1.0% per annum beginning in 2025</li> </ul>
<b>Call Protection</b>	<ul style="list-style-type: none"> <li>102, 101, par, which shall also be payable upon maturity, acceleration, termination, conversion, payment, prepayment, or repayment (excluding certain mandatory prepayments) and to include bankruptcy protections</li> </ul>
<b>Original Issue Discount</b>	<ul style="list-style-type: none"> <li>1.0%</li> </ul>
<b>Financial Covenants</b>	<ul style="list-style-type: none"> <li>Minimum liquidity of \$25mm tested monthly</li> </ul>

<sup>1</sup> Capitalized terms used herein and not defined herein shall have the meanings set forth in the Restructuring Support Agreement to which this term sheet is attached (including in any annexes or exhibits thereto).

<b>Other Terms</b>	<ul style="list-style-type: none"><li>• The New Term Loan Credit Facility Agreement shall be based on the same precedent as the Exit ABL Credit Agreement and provide for other affirmative and negative covenants, representations, warranties, mandatory prepayments, events of default and other terms that shall be based on the corresponding provisions set forth in the Prepetition ABL Facility, but to include changes to reflect a term loan facility rather than an ABL facility, baskets and exceptions and other modifications, acceptable to the Requisite Consenting Creditors and Company, including (without limitation):<ul style="list-style-type: none"><li>○ Limitations on incurrence of indebtedness and liens, restricted payments, investments, asset sales, restrictive agreements, fundamental changes and affiliate transactions;</li><li>○ Affirmative covenant to use commercially reasonable efforts to maintain public corporate credit rating and public corporate family rating; and</li><li>○ Elevated voting thresholds for subordination of the New Term Loan in right of payment or lien priority, J. Crew protection and Chewy protection.</li></ul></li></ul>
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**Exhibit B**

Organizational Chart

# Serta Simmons Bedding

## Organizational Chart

